



यू० पी० प्रोजेक्ट्स कारपोरेशन लि०  
( उत्तर प्रदेश सरकार का उपक्रम )  
CIN: U15209UP1976SGC004285

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**OFFICE OF THE PROJECT MANAGER  
ADDRESS: UNIT-36, D-14 SECTOR-48 NOIDA**

**Name of work:- CONSTRUCTION OF GOVERNMENT AYURVEDIC  
HOSPITAL (4 BEDDED) AT NAITHLA DISTRICT -  
BULANDSHAHR (U.P.)**

**THIS BID DOCUMENT CONSISTS OF:**

**VOLUME A- TECHNICAL BID/ELIGIBILITY BID  
(IN ENVELOPE 1)**

**TO BE OPENED ON- 21.08.2020**

**DATE, TIME & PLACE OF OPENING TO BE INTIMATED  
ONLY TO THOSE BIDDERS WHO QUALIFY THE  
TECHNICAL BID.**

**(IN ENVELOPE 1)**

**VOLUME-A**

**TECHNICAL BID  
(ELIGIBILITY BID)**

**Name of work:- CONSTRUCTION OF GOVERNMENT AYURVEDIC  
HOSPITAL (4 BEDDED) AT NAITHLA DISTRICT -  
BULANDSHAHAR (U.P.)**

Note:- The intending bidder must read the terms and conditions carefully. He should submit his bid only if he considers himself eligible and he is in possession of all the requisite documents.



**U.P.PROJECTS CORPORATION LTD.**  
**(ISO 9001:2015 Certified Company)**  
**D-14, Sector-48 Noida**

**Notice No.-**

**/PCL /PM-36/NOIDA/2020-21**

**Dated- 06.08.2020**

**e-Tender Notice**

U. P. Projects Corporation Limited. (A U.P. Government undertaking) invites Percentage rate bid (two envelope system) from eligible contractors/firms registered in U.P. Projects Corporation Ltd. In prescribed class.

Sl. No.	Name of work	Estimated cost Approx ( in lacs)	Bid earnest/ security Money (Rs. in lacs)	Tender Processing Fee	Time of Completion	Address of Unit	Address of tender Receiving Officer	Category of Registered contractor
1	2	3	4	5	6	7	8	9
1	CONSTRUCTION OF GOVERNMENT AYURVEDIC HOSPITAL (4 BEDDED) AT NAITHLA DISTRICT - BULANDSHAHR (U.P.)	Rs. 13.10	Rs. 26,000.00	Rs. 2000.00+ 18%GST	60 days	Project Manager U. P. Projects Corporation Ltd. Unit-36 Noida, D-14 Sector-48 Noida	Project Manager U. P. Projects Corporation Ltd. Unit-36 Noida, D-14 Sector-48 Noida	Registered in U.P. Projects Corporation Ltd.  "D" or above

The Tender documents can be download from the website <http://etender.up.nic.in> during the period 07.08.2020 to 21.08.2020. The tender should be submitted upto 01:00 PM. The technical bid shall be opened on same day at 03:00 PM. Pre bid meeting will be held at 20.08.2020 on 01:00 PM at the office of Project Manager, U.P. Projects Corporation Ltd. Unit-36 D-14 Sector-48 Noida to discuss the details of drawing, specification and execution technique etc.

Prospective bidders are advised to regularly check through U.P. Projects Corporation Ltd. web site for all other terms and conditions, qualifying criteria, corrigendum/amendments etc., if any, will be notified on U.P. Projects Corporation Ltd. web site [www.upprojects.org](http://www.upprojects.org) and e-tendering website <http://etender.up.nic.in> for all other terms and conditions, qualifying criteria, corrigendum/amendments etc. if any separate advertisement will not be made for the same. For any clarifications/queries the prospective bidders may contact to mobile no. 8937888848 Undersigned reserves the right to reject any or all the tenders without assigning any reason.

PROJECT MANAGER  
U. P. Projects Corporation Ltd.  
Unit-36 Noida

## U.P. PROJECTS CORPORATION LTD.

### INVITATION FOR BID

Online e-bids are invited for 2 bids system from eligible contractors. Bidders are advised to note the minimum qualification criteria.

Sl. No.	Name of work	Estimated cost Approx ( in lacs)	Bid earnest/ security Money (Rs. in lacs)	Tender Processing Fee	Time of Completion	Address of Unit	Address of tender Receiving Officer	Category of Registered contractor
1	2	3	4	5	6	7	8	9
1	CONSTRUCTION OF GOVERNMENT AYURVEDIC HOSPITAL (4 BEDDED) AT NAITHLA DISTRICT - BULANDSHAHR (U.P.)	Rs. 13.10	Rs. 26,000.00	Rs. 2000.00+ 18%GST	60 days	Project Manager U. P. Projects Corporation Ltd. Unit-36 Noida, D-14 Sector-48 Noida	Project Manager U. P. Projects Corporation Ltd. Unit-36 Noida, D-14 Sector-48 Noida	Registered in U.P. Projects Corporation Ltd.  “D” or above

1. The intending bidder must read the terms and conditions carefully. He should submit his bid only if he considers himself eligible and he is in possession of all the requisite documents.
2. Information and Instructions to bidders posted on website shall form part of bid document.
3. The bid document consisting of Technical (eligibility) bid & Financial bid i/c plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from our website [www.upprojects.org](http://www.upprojects.org).
4. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying he technical bid shall be communicated to them at a later date.
5. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
6. Payment shall be made after 7 days by getting satisfactory cube test (Compressive) report.
7. The distance between site and RMC plant shall not be more than 10Km in circle.
8. In the event of failure of the tender. Your FDR will be returned in the original form.
9. Taxes will be paid extra as per Govt. rules (Quoted rates are without taxes).
10. Earnest/security money shall be refundable after one month of date of final payment.
11. If the bidder is failed to supply the material with in schedule time as directed by Engineer-in-charge authorities has resigned the agreement and forfeited the deposited earnest/security money.
12. The bidder will have to upload the required documents at e-tendering site which should be readable otherwise Technical Committee will rejected the bid.
13. Tender processing fee shall be submitted through RTGS/NEFT/Internet Banking in SB Account of Project Manager, U.P. Projects Corporation Ltd. Unit-36 Noida in A/C No. **3702002100042870**, IFSC Code: **PUNB0370200 in Punjab National Bank, Branch-Sector-18 Noida**
14. The bidder shall submit personally all the original document and earnest money in the form of FDR in original to Project Manager, U.P. Projects Corporation Ltd. Unit-36 Noida after opening of technical & financial bid. Failing which action shall be taken as per G.O. No. 3070/78-2-2018-42आई०टी० / 2017(22) Dated 03.01.2018

15. Payment shall be made after getting the satisfactory testing report of all materials.
16. All work shall be completed by the bidder as whole or in instant as per the direction of Engineer-in-charge.
17. Bidder shall visit the site before uploading the tender.
18. **Earnest/security money (5% of tendered cost) in the form of Bank Guarantee or Fixed Deposit Receipt of a nationalized bank in favour of Project Manager, U.P. Projects Corporation Ltd. Unit-36 Noida, must be submitted with Technical bid.**
19. **Performance guarantee money (5% of tendered cost inclusive of 5% EMD) in the form of Bank Guarantee or Fixed Deposit Receipt of a nationalized bank in favour of Project Manager, U.P. Projects Corporation Ltd. Unit-36 Noida, will be submitted at the time of Agreement.**
20. All the documents as specified in the technical bid/eligibility bid shall be submitted within the period of bid submission.  
The technical (eligibility) bids submitted shall be **opened at 21.08.2020 on 03:00 PM**
21. The bid submitted shall become invalid if:
  - (i) The bidder is found ineligible.
  - (ii) The bidder does not submit all the documents as stipulated in the bid document.
  - (iii) If an discrepancy is noticed in hard copies as submitted **physically by the bidder** in the office of bid opening authority.
  - (iv) **The bidder does not deposit valid EMD along with technical bid (eligibility bid).**
  - (v) **The bidder does not deposit Tender Processing Fee along with technical bid (eligibility bid).**

**Mode of Measurement:-**

1. **Measurement shall be made as per the procedure in I.D. Specification.**
22. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.
23. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and eh bids submitted by the contractors who resort to canvassing will be liable for rejection & will be debarred from future tender in U.P. Projects Corporation Ltd.
24. The contractor shall not be permitted to bid for works in the UPPCL, ZONE/UNIT responsible for award and execution of contracts, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer/employee in the office of Project Manager/General Manager U.P. Projects Corporation Ltd.....Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Corporation.

**25.** No Engineer or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the STATE GOVERNMENT/State Government Undertaking is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of U.P. in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of U.P. as aforesaid before submission of the bid or engagement in the contractor's service.

**26.** List of Documents to be attached with Technical bid:

1	Fixed Deposit Receipt of a Nationalised Bank/Bank Guarantee of any Nationalised Bank against EMD
2	Certificate of registration for GST and PAN card copy
3	Demand draft/RTGS/NEFT/Net Banking/Pay order/Banker's Cheque against Tender processing Fee.
4	Registration Certificate
5	Copy of GSTR-1 and GSTR-3 of previous month.

**27. Important: The bidder shall submit the documents in respect of Sl. No. 1,2,3,4&5 in original and remaining documents self-certified by the bidder.**

PROJECT MANAGER  
U.P. Projects Corporation Ltd.  
Unit-36 Noida.

## SECTION A-I

### BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids are invited are as under:

Sl. No.	Name of work	Estimated Cost Rs. in Lacs	Period of completion
1	CONSTRUCTION OF GOVERNMENT AYURVEDIC HOSPITAL (4 BEDDED) AT NAITHLA DISTRICT - BULANDSHAHAR (U.P.)	Rs. 13.10	60 days (i/c rainy season)

2. The work is to be done at Village- **CHC Bhangel in Distt GautamBudh Nagar (U.P)**
3. General features –

## **SECTION A-II**

### **INFORMATION & INSTRUCTIONS TO BIDDERS**

#### **1.0 GENERAL:**

- 1.1 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids received late will not be entertained.
- 1.3 The bidder should sign each page of the application/documents. No page (s) of the tender shall be removed, the entire set must be submitted.
- 1.4 Over writing should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer/Project Manager or equivalent.
- 1.6 The bidder may furnish any relevant additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.
- 1.7 The credentials submitted in respect of pre-qualification of the tender/tender for specialised work by the first lowest bidder after opening of the financial bid shall be verified before award of work. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in U.P. Projects Corporation Ltd. If such bidder happens to be enlisted contractor of any class in U.P. Projects Corporation Ltd., his name shall also be removed from the approved list of contractors.
- 1.8 Incomplete, irrelevant conditional tenders are liable to be rejected without assigning any reason. Tenders not submitted on proper prescribed form shall not be considered and are liable to be rejected.
- 1.9 The tenderer should write full address and telephone no. on the Tender Form. Any letter sent by Regd. Post on that address will be treated as delivered.
- 1.10 All entries by the tenderers should be written legible.
- 1.11 No refund of the cost of bid document/e-Tender processing fee is claimable for tenders not accepted or for tenders not submitted.



## **2.0 DEFINITIONS:**

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 **EMPLOYER:** UPPCL means U.P. Projects Corporation Ltd.
- 2.3 **BIDDER:** Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 **“Year”** means “Financial Year” unless stated otherwise.

## **3.0 METHOD OF APPLICATION:**

- 3.1 If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorised person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

## **4.0 FINAL DECISION MAKING AUTHORITY.**

The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

## **5.0 PARTICULARS PROVISIONAL**

The particulars of the work given in Section A-I are provisional. They are liable to change and be considered only as advance information to assist the bidder.

## **6.0 SITE VISIT**

The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.

**Similar work shall mean works of “Construction of C.C Road and Repair of Boundary Wall/Gate at Community Health Centre at Bhangel in Distt Gautam Budh Nagar (U.P)**

**(Note: The detail of work shall be given as per case & should be self explanatory )**

**ANNEXURE-1**

**OFFICE OF THE PROJECT MANAGER UP PROJECTS CORPORATION LTD.**

**UNIT-36 NOIDA**

**D-14 SECTOR-48 NOIDA**

No...../PCL/PM/NOIDA/UNIT-36

Date.....

**LETTER OF ACCEPTANCE**

To,

M/s.....

.....

.....

This is to notify you that on behalf of the U.P.P.C.L. the Project Manager Unit-36, , U.P.P.C.L, Noida has accepted your bid dated.....for Execution of .....for the contract price of Rs..... (Rs. ....only).

Yours Faithfully

Project Manager

No. & Dated as above

Copy to G.M Zone-6, U.P. Projects Corporation Ltd. Noida for information and necessary action.

Project Manager  
UP Projects Corp., Ltd., Unit-36 Noida

**OFFICE OF THE PROJECT MANAGER**

UP Projects Corporation Ltd., Unit-36 Noida

D-14 Sector-48, Noida

Letter No...../PCL/PM/NOIDA/UNIT-36

Date.....

**Issue of notice to Proceeds with the work**

To,

M/s.....

.....

.....

Dear sir,

Pursuant to your furnishing of ITB clause and signing of contract for the  
.....  
..... you are hereby instructed to proceed with the  
execution of the said work in accordance with the contract documents.

Yours Faithfully

Project Manager  
UP Projects Corp., Ltd.  
Unit-36, Noida

### Standard Form of Agreement

#### Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from correction of errors

Standard FORM- Agreement

#### Agreement

This agreement, made the ..... day of.....201--..... between General Manager/Project Manager, Unit, U.P.P.C.L.....

Hereinafter called “the Employer”) of the one part, and

.....

.....

.....

[Name and address of contractor] (Herein after called “the contractor” of the other part)

Whereas the Employer is desirous that the contractor execute the work of.....

District-.....(hereinafter called “the works”) and the Employer has accepted the Bid of the contractor for the execution and completion of such Works and remedying of any defects there in at a cost of Rupees.....[Rs.....only]

NOW THIS AGREEMENT WITNESSETH as follows:

- 1- In this Agreement, words and expressions shall have the same meanings are respectively assigned to them in the conditions of contract hereinafter referred to, and they shall be deemed to form and read and construed as part of this Agreement.
- 2- In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants’ with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
- 3- The Employer hereby covenant’s to pay the contract in consideration of execution and completion of the works and remedying the defects where in the contract price or such other sum as may become payable under the provisions of the contract at the times and the manner prescribed by the contract.
- 4- The following documents shall be deemed to form and read and construed as part of this agreement, viz:
  - I. Letter of Acceptance; by UPPCL.
  - II. Negotiation letter for work.
  - III. Notice to proceed with the works/supply;
  - IV. Contract Data;
  - V. Special conditions of contract and general conditions of contract;
  - VI. Specifications
  - VII. Bill of Quantities;
  - VIII. Any other document listed in the contract data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The common Seal of

GENERAL MANAGER/PROJECT MANAGER

ZONE/UNIT.....

District-

Was hereunto affixed in the presence of;  
Signed, Sealed,

In the presence of:

Assistant Project Manager/Project Manager

Binding signature of Employer authorized representative

Authorised representative of UPPCL

(Signature with Seal)

Unit..... UPPCL

District- .....

Binding Signature of contractor  
(with Address & Seal)

**(IN ENVELOPE 2)**

**VOLUME-B**

**FINANCIAL BID**

**(SECTION B-1 + SECTION B-2 + SECTION B-3)**

## **SECTION B-I**

## ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of UPPCL for a sum of Rs ..... (Rupees .....).

The letters referred to below shall form part of this contract agreement:

- (a)
- (b)
- (c)

Signature .....

Dated:

Designation .....



# **GENERAL CONDITIONS OF CONTRACT (GCC)**

## **DEFINITIONS 1 & 2**

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority as indicated in Schedule A-6 and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:-
  - i) The **Accepting Authority** shall mean the authority mentioned in Schedule A-6.
  - ii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - iii) The **Department** means UPPCL Lucknow and shall include their legal representatives, nominee, employees and permitted agencies who invite tenders on behalf of UPPCL, Lucknow .
  - iv) The **Engineer-in-charge (EIC)** means the Engineer / Officer as mentioned in Schedule A-6 here under, authorised by the Department i.e. UPPCL, Lucknow, who shall supervise and be in charge of the work.
  - v) The **UPPCL** means U.P. Projects Corporation Ltd. LUCKNOW.
  - vi) The **Client** shall mean Department of \_\_\_\_\_, Government of UP represented by a Designated Officer of Department of \_\_\_\_\_ Government of UP.
  - vii) The **Consultant/ Project Consultant** shall mean consultant appointed by the department i.e. UPPCL LUCKNOW, having its corporate office at Gomti Barrage, Left Bank, Gomti Nagar, Lucknow for implementing of the Project.
  - viii) The **site** shall mean the land/ or place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
  - ix) The **Expected risk are** risks due to riots(other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God, such as earthquake, lighting and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by U.P.P.C.L. of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to U.P.P.C.L.'s faulty design of work.
  - x) **Market rate** shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule A-6 to cover, all overhead and profits.
  - xi) **Specifications** means the specification mentioned in the Tender document and any modification thereof or addition thereto as may from time to time be issued to the Contractor.
  - xii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

- xiii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule A-6 hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xiv) The **work(s)** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- xv) **Tendered Value** means the value of the entire work as stipulated in the letter of award.
- xvi) **Bill of Quantities or Schedule of items** means the schedule and quantities of items, materials and rates, summaries etc. priced and completed and as finally accepted.
- xvii) **Month** means calendar month without regard to the number of days worked or not worked in that month.
- xviii) **Week** means seven calendar days without regard to the number of hours worked or not worked in any day in that week.
- xix) **Day** means a calendar day of 24 hours (beginning and ending at 00 hrs. and 24 hrs. Respectively) irrespective of number of hours worked or not worked in that day.
- xx) **Act of Insolvency** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or Provincial Insolvency Act or any Act amending such original.
- xxi) **Approved** means approved in writing, including subsequent written information of previous verbal approval and “approval” means approval in writing, including as aforesaid.
- xxii) **As directed** means the direction given by the Engineer In-Charge/Client/ Consultant.
- xxiii) **Constructional Plant** means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Works.
- xxiv) **Material** means the materials, apparatus, equipment, fittings, fixtures and all such other materials, which are incorporated in the work.
- xxv) **Drawings** means the drawings prepared and issued by the Consultant and referred to in the tender and specifications and any modification of such drawings and such other drawings, calculations and technical information of a like nature as may, from time to time, be issued by the Consultant.
- xxvi) **I.S.** means latest revision of particular ‘Indian Standards specification issued by Bureau of Indian Standards.
- xxvii) **Notice in writing or written notice** shall mean notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the site office/ last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- xxviii) **Permanent Works** means the permanent works to be executed (including Plant) in accordance with the Contract.
- xxix) **Temporary Works** means all temporary works of every kind required in to start or about the execution and completion or maintenance of the Works and the remedying of any defects therein.
- xxx) **Urgent Works** means any urgent works which in the opinion of the UPPCL/ Client and/or Consultant becomes necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure of services or required to accelerate the progress of the work for which becomes necessary for safety and security or for any other reason the UPPCL / Client and/or Consultant may find it necessary.

- xxxi) **Net Prices** If in arriving at the contract amount or contract sum, the Contractor shall have added or deducted from the total amount of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item and similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

### **SCOPE AND PERFORMANCES**

3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

### **LANGUAGE & LAW**

6. The ruling language in which the Contract and related aspects shall be drawn up shall be Hindi / English only. Law means- law as applicable to site of work.

### **WORKS TO BE CARRIED ONE**

7. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **SUFFICIENCY TENDER**

8. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and price quoted in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

### **DESCRIPTION AND ADJUSTMENT OF ERRORS**

9. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and specific conditions in preference to general conditions.

- 9.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed.
- a) Description of Schedule of Quantities
  - b) Particular specification and Specific Condition, if any.
  - c) Drawings
  - d) PWD/CPWD Specifications
  - e) Indian Standard Specifications of Bureau of Indian Standards.
  - f) For items not covered by any of the above, the work shall be done, as per sound engineering practices and as directed by the Engineer-in-charge.
- 9.2 **If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.**
- 9.3 **Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.**

#### **ERRORS, OMISSION & DISCREPANCIES**

- 10.1 In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications, etc. the following order of precedence shall apply:
- i. Between scaled and written dimension (or description) on drawing, written dimension shall be adopted.
  - ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.
  - iii. Between the written description of the item in the specifications and descriptions in the Bill of Quantities of the same item, the latter shall be adopted.
- 10.2 Between the duplicate/subsequent copies of the tender and original tender, the original tender shall be taken as correct.
- 10.3 All documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguity or discrepancies in conditions or specifications the same shall be explained and adjusted by Engineer-in-charge. In case the Contractor does not agree with the explanation given by the Engineer-in-charge, then the matter, on his written notice, will be referred to the MD UPPCL and his decision shall be final and binding to the contractor.
- 10.4 **In all cases of omissions and /or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer-in-Charge. Elucidation, elaboration or decision of the Engineer-in-charge shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.**

- 10.5 Any dispute arising due to typing mistakes/ omissions in the document shall be mutually discussed between Contractor and Engineer-in-charge and the decision of the Engineer-in-charge will be final and binding on the contractor in the matter.
2. The successful bidder /contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 days give unconditional acceptance letter & performance guarantee from the date of issue of LOI for the work. The performance guarantee given by the contractor shall be verified by the department before returning the Earnest Money of the successful bidder / contractor.
  3. The successful bidder will provide an affidavit on Rs.100.00 stamp paper that all information & Earnest Money deposited by him are correct & valid.
  4. The successful bidder /contractor, after verification of Performance Guarantee shall, sign the contract within 7 days consisting of documents as specified .
  5. No payment for the work done will be made unless contract is signed by the contractor.

## **CLAUSES OF CONTRACT**

### **CLAUSE 1 Measurements of Work Done**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by Junior Engineer of UPPCL and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Junior Engineer of UPPCL and the contractor or his representative. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Junior Engineer, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three **(3) days** in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Junior Engineer shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

### **CLAUSE 2-Payment on Intermediate Certificate to be regarded as Advances**

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of recorded measurements on the format as approved by the Engineer-in-Charge in triplicate along with soft copy of the bill on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule A-6, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid within thirty days after the day of certification of the bill by the Engineer-in-Charge or his authorised representative together with the account of the material issued by the department, or dismantled materials, if any along with all required supporting documents.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

However, the Engineer-in-Charge in his sole discretion on the basis of a certificate from his authorised representative in-charge of the work at site make interim advance payments at 75% of the assessed value of the material supplied by the contractor at site to be used within 3 months. The advance payment so allowed must be adjusted in the next interim bill by taking detailed measurements after the use of the material. Before any instalment of advance is released, the Contractor shall execute a Indemnity Bond from Nationalized Bank for the 110% of the amount of advance & valid for the Contract Period.

The contractor shall, after receiving his interim payment, shall clear all the dues of his labour/ material suppliers & produce a certificate / receipt on this account with next running bill. If the contractor does not clear these dues or unnecessarily delays the same, the Engineer-in-Charge at his discretion can make payments to these labour/ material suppliers directly. Any such payment shall be recovered from the contractor's bill.

### **CLAUSE 3 Payment of Final Bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge after successful handing over of work to the Client/Government whichever is later. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of six months reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorised Engineer, complete with account of materials issued by the Department and dismantled materials along with all supporting documents.

No bill shall be paid to the contractor after the release of 95% payment including 5% security deposit & the contractor is bound to complete the 100% work with no further payment or advances. Thereafter, the payment to contractor will be made against full & final bill submitted by the contractor only after completion & successful handing over of the project to client & release of balance withheld fund (against quality assurance) to UPPCL from the Client.

**In no case payment will be made in excess of the 95% funds received from client less contingencies & centage charges**

**CLAUSE 4 Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the authority indicated in **Clause 3** of Schedule A-6, on behalf of the UPPCL shall have the option of terminating the contract without compensation to the contractor.

**CLAUSE 5 Termination of Contract for other reasons**

(i) Without prejudice to any of the rights or remedies under this contract, if the client/ Government withdraws the work from UPPCL due to any reason, UPPCL shall have the option of terminating the contract without compensation to the contractor.

(ii) If the contractor or his representatives/ associates/ workers / employees misbehave or use undue language or use undue correspondence with UPPCL Officers/ staff, the authority indicated in **Clause 3** of Schedule A-6, on behalf of the UPPCL shall have the option of terminating the contract without compensation to the contractor.

**CLAUSE 6 Levy/Taxes payable by Contractor**

(i) The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law by the contractor in connection with execution of the contract. In case of change in rate of tax or any provision relating to levy of tax resulting in increase in burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax payable by the contractor. Similarly no recovery shall be made from the contractor on account of decrease of rate of tax or any provision relating to levy of tax.

(ii) Notwithstanding anything contained in clause (i) the contractor shall ensure payment of appropriate tax on the supplies made under the contract. The contractor shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law including. Description of goods/service, rate and amount of tax paid or payable on the supplies made under the contract, so that UPPCL can avail credit of such tax, wherever applicable. The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Government (CGST,UTGST,SGST and IGST). The Contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess etc. UPPCL would have right to seek necessary evidence that the contractor is registered under the law and duly discharging its obligations under the tax law, enabling UPPCL to avail input tax credit.

(iii) In case any law requires UPPCL to pay tax on the contract price on reverse charge basis, the amount of tax deposited by UPPCL would be considered as paid to the contractor and accordingly the price payable to the contractor would stand reduced to that extent.

(iv) In case the contractor does not deposit the tax payable on execution of the contract or has not provided the tax invoice to UPPCL showing the amount of tax or has not uploaded the document in computerised tax network as per prevailing law, leading to non-availability of inputs credit of the tax to UPPCL the amount equivalent to such tax shall be deducted from the contract price.

(v) Stamp duty and registration charges, if any payable on the executed contract document shall be borne by the contractor.



(vi) Tax deduction at source if any shall be made by UPPCL as per law applicable from time to time from the amount payable to the contractor.

(vii) Labour cess will paid extra as per concerned E.F.C. approved by Govt. order

(viii) The contractor shall deposit royalty and obtain necessary permit for supply of earth, sand, stone, kankar, etc. from local authorities.

(iv) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the UPPCL and does not any time become payable by the contractor to the Central Government/State Government/Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the UPPCL and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

**CLAUSE 7 If relative working in UPPCL then the contractor not allowed to tender**

The contractor shall not be permitted to bid for works in the UPPCL ZONE /UNIT responsible for award and execution of contracts, in which his near relative is posted as an Accountant or as an officer in any capacity between the grades of GENERAL MANAGER and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the UPPCL. Any breach of this condition by the contractor would render him liable to be debarred from tendering in the Department in future.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

**CLAUSE 8 No Gazetted Engineer to work as Contractor within two year of retirement**

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an engineering department of the Government of Uttar Pradesh shall work as a contractor or employee of a contractor for a period of two year after his retirement from government service without the previous permission of Government of Uttar Pradesh in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of Uttar Pradesh as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**CLAUSE 9 Contractor to indemnify Govt. against Patent Rights**

The contractor shall fully indemnify and keep indemnified the UPPCL against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Department/Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the UPPCL if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

**CLAUSE 10 Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of **Clause 23** hereof and the same action may be taken, and the same consequences shall ensue as provided in the said **Clause 23**.

## **CLAUSE 11 Settlement of Disputes & Arbitration**

**Dispute Resolution & Arbitration Clause:-** “If any dispute arises between the UPPCL and the Contractor in connection with or arising out of, the Contract or the execution of the Works, whether during the execution of the works or after their completion and whether before or after the repudiation or other termination of Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of Engineer, the matter in dispute shall be in the first place be settle amicably. The party raising the dispute shall address to the other party a notice requesting an amicable settlement of the dispute within 10 (ten) days from the date on which the dispute arose and the dispute shall be resolved by them and the resolution documented within a further period of 20 (twenty) days. Any dispute between the parties that cannot be settled amicably in the manner described above within 30 (thirty) days from the date on which the dispute arose, the same shall be referred for settlement through arbitration by sole Arbitrator, in accordance with the Arbitration and conciliation Act, 1996 and any statutory amendment/modification or re-enactment thereof. **The sole Arbitrator shall be appointed by the Managing Director of U.P. Projects Corporation Ltd., Lucknow.** Arbitrator may be commenced prior to or after completion of the work, provided that the obligation of the contractor and UPPCL shall not be altered by reason or arbitration being conducted during the progress of the work. The award of the sole arbitrator shall be final and binding on both the parties. The place of arbitration shall be at Lucknow and language of arbitration proceeding shall be English. The courts at Lucknow only shall have jurisdiction in respect of any matter arising out of the agreement.

Each party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitration, shall be shared equally by both the parties. The cost of non-judicial stamp papers, if any required for making the award, shall be borne by the claimant.

Any matter not covered by this agreement shall be settled mutually by both the parties.

# INTEGRITY PACT

To,

Project Manager

U.P. Projects Corporation Ltd.

.....Unit/Zone.

District.....

Sub: Submission of Tender for the work of :.....

Dear Sir,

I/We acknowledge that UPPCL is committed to follow the principles there of as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender(NIT) is an invitation to offer made on the condition that I/We will sign then closed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by UPPCL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, UPPCL shall have unqualified ,absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of UPPCL

## INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of..... 20.....

### BETWEEN

UPPCL represented through Engineer in charge,

.....,

(Name of Unit)

UPPCL,.....(Here in after referred to as the (Address of Unit)

**‘Principal/Owner’**, which expression shall unless repugnant to the meaning or context here of include its success or sand permitted assigns)

### AND

.....

(Name and Address of the Individual/firm/Company)

through.....(Here in after referred to as the

(Details of duly authorized signatory)

**“Bidder/Contractor”** and which expression shall unless repugnant to the meaning or context here of include it success or sand permitted assigns)

### PREAMBLE

WHERE AS the Principal/Owner has floated the Tender(NIT No.....)(here in after referred to as “Tender/Bid”)and intends to award, under laid down organizational procedure, contract for

.....

(Name of work)

Here in after referred to as the “Contract”.

AND WHERE AS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s)and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (here in after referred to as “Integrity Pact” or “Pact”),the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties here by agree as follows and this Pact witnesses as under:

#### **Article1:CommitmentofthePrincipal/Owner**

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduction the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code(IPC)/Prevention of Corruption Act,1988 (PC Act) or is in violation of the principles here in mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiated disciplinary actions as per its internal laid down policies sand procedures.

#### **Article2: Commitment of the Bidder(s)/Contractor(s)**

(1) It is required that each Bidder/Contractor (including the irrespective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process an during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what so ever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on too theirs, any information or documents provided by the Principal/Owners par to the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in subsequent/parallel tender for the same item.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/ her reputation or property to influence their participation in the tendering process).

#### **Article3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and under takes to respect and up hold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as top u this reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption it hint he meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgression so occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

(3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, UPPCL.

**Article 7- Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation there of shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties here to shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pactat the place and date first abovementioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. .... (signature, name and address)

2. .... (signature, name and address)

Place: Dated:

## **SECTION B-2**



## **GENERAL TERMS & CONDITIONS**

- 1 The order of preference in case of any discrepancy as indicated in condition No. 9.1 under “Conditions of Contract” may be read as the following:
  - i) Nomenclature of items as per schedule of quantities.
  - ii) Particular specification and specific condition, if any.
  - iii) Architectural Drawings
  - iv) PWD/CPWD specifications.
  - v) Indian standard specifications of B.I.S.
  - vi) Sound Engineering Practice

A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard. Including such revision/amendments as issued by the bureau of Indian standard upto last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.
- 2 Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of items in the schedule of quantities the work shall generally be carried out in accordance with the latest relevant PWD/CPWD Specifications(with upto date corrections slips) and instructions of Engineer-in-Charge. Wherever PWD/CPWD specifications are silent the latest IS codes/specification shall be followed.
- 3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same.
- 4 The proposed building is a prestigious project and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items like stone cladding works, stone flooring, and other specialized flooring work, Wood work will specially require engagement of skilled workers having experience particularly in execution of such items.
- 5
  - a) The contractor (s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department.
  - b) The contractor (s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.
- 6 The contractor (s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters of site. However, no claim on the alleged inadequacy or incorrectness of the soil data shall be entertained.
- 7 The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be made good, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
- 8 The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be authorized on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other illumination on for cautioning the public at night.
- 9 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit boards red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
- 10 Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the drawings
- 11 The contractor shall make his own arrangement for obtaining electric connection and make necessary payments directly to the department concerned.